

## AIRPORT LAND USE PLANNING SERVICES

### CONTRACT FOR SPECIAL SERVICES BY INDEPENDENT CONTRACTOR

THIS CONTRACT is entered into this 13th day of June, 2016, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and RS&H, INC., an independent contractor (hereinafter referred to as "Consultant").

#### WITNESSETH

**WHEREAS**, the County has a need for special services to provide airport land use-related consultant services to the San Luis Obispo County Airport Land Use Commission (ALUC), which will:

- (1) Provide option-based peer review, comparative analysis of airport land use related documents, and case study research; and
- (2) Prepare recommendations on changes or additions to the Working Draft of the Proposed Amendment to the Airport Land Use Plan for the San Luis Obispo County Regional Airport (ALUP Update); and
- (3) Meet with and facilitate meetings between the ALUC and stakeholders to discuss the process, approach, and materials, including conducting interviews with key stakeholders (collectively, "Services").

**WHEREAS**, it is understood that the Consultant shall be an independent contractor of the County in providing the Services; and

**WHEREAS**, the Consultant represents that the persons performing the Services are specially trained, experienced, expert and competent to perform the Services; and

**WHEREAS**, it is understood that Consultant and the officers and employees of Consultant will comply with all applicable federal and state laws while performing this Contract; and

**WHEREAS**, it is understood that the work products associated with the Services shall be independent, objective and unbiased work products, and that the Consultant warrants that the Consultant, any sub-consultants and real persons providing any of the Services have no conflict of interest and will produce an independent, objective and unbiased work product.

**NOW, THEREFORE,** the parties mutually agree as follows:

**I. AIRPORT LAND USE PLANNING SERVICES**

**A. GENERAL DUTIES OF THE CONSULTANT**

Pursuant to this Contract, Consultant shall provide to the County the Services as outlined in the Scope of Work dated April 5, 2016, which document is attached as Exhibit "A" hereto and incorporated herein by this reference as if set forth in full. The Services to be performed are generally as follows:

**1. ALUP Update Scope Development**

The Consultant will review background documents, plans, letters, reports, and other relevant materials related to the ALUP Update and the City's Land Use and Circulation Element (LUCE) process to develop a solid understanding of the issues and various perspectives of the parties involved, as more specifically described in Exhibit A. The Consultant will help prepare the scope of work to revisit the ALUP Update in conjunction with the ALUC and County of San Luis Obispo staff members who serve as staff to the ALUC.

**2. Review and Comparative Analysis**

The Consultant will provide peer review and comparative analysis of draft airport-related documents provided by the County, including, but not limited to, those identified below, as well as comparative analysis of ALUPs at similar airports, as more specifically described in Exhibit A:

- Working Draft of the Proposed ALUP Update
- CNEL Contours and Technical Report for the San Luis Obispo County Regional Airport (RS&H Consultants)
- City of San Luis Obispo Land Use and Circulation Element (LUCE) adopted December 9, 2014
- Other Related Documents

**3. County Airport Land Use Plan Amendment Recommendations**

The Consultant shall prepare recommendations on changes or additions to the Working Draft of the Proposed ALUP Update, as more specifically described in Exhibit A.

**4. Public Outreach (Project Meetings and Public Hearings)**

The Consultant will be available to meet with and facilitate meetings between the ALUC and stakeholders to discuss the process, approach, and materials, as more specifically described in Exhibit A. The Consultant may conduct interviews with key partners, including representatives from the County of San Luis Obispo, ALUC, City of San Luis Obispo, and Caltrans.

**B. GENERAL DUTIES OF THE COUNTY.**

1. The County will make available to the Consultant those documents referenced in



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Paragraph I.A.2 above and will provide all data, instructions and approvals required of the County within fourteen (14) days from receipt of a request submitted in writing by the Consultant.

2. The Director of the Planning and Building Department or designee (Director) will review the draft and final of each written product and inform the Consultant as to whether or not the product is approved. If the Director does not approve the product, instructions will be provided to the Consultant.
3. The Director will inform the Consultant when each task has been completed to the reasonable satisfaction of the Director. Where approvals are denied or exceed the fourteen (14) day time period referenced above, the scope of services as contained in Exhibit "A" or the time frame for completion may be revised by mutual consent of the Consultant and the Director.
4. The County will provide for payment to the Consultant as provided by the terms of Paragraph I.C below.
5. The County will provide background and technical information as requested. Where the request for background or technical information is simply not available or feasible to obtain, the scope of services as contained in Exhibit "A" or the time frame for completion of the individual task, milestone or the Services as a whole may be revised by mutual consent of the Consultant and the Director.
6. The Director may deny approval of an individual task. Should this occur, the time period for completion of the individual task and milestone shall be lengthened to a mutually agreed date pending successful completion of the task. The Director may determine that it is in the best interest to suspend the subject task and proceed with the remaining tasks, or to revise the scope of services as contained in Exhibit "A" and the timeframes for completion of milestones or the Services as a whole. These revisions shall be by mutual consent of the Consultant and the Director. Failure to reach agreement on changes in the scope of services or the time of completion within thirty (30) days after the Director's rejection of an individual task provides a basis for termination of the Contract by the Consultant as specified under Paragraph II.H.2.

### C. PAYMENT

The Consultant shall submit invoices to the County for each task described in the following Paragraph I.C.2. The Director must approve the submitted task work products prior to payment for those products. The Director will notify Consultant in writing of approval of work products.

1. County's Maximum Cost. As consideration in full for all services performed by the Consultant within the agreed upon completion time and the final products approved by the Director, the County will pay the Consultant a maximum of \$39,227 subject to Paragraphs I.D.2 and I.E below.
2. Staging of Payments. The County will pay Consultant in staged payments throughout the performance of the Contract for the following task work products:

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- a. Review and Written Summary of Existing Studies and Plans as described in Paragraph I.A.2 above.
- b. Benchmarking and Case Studies as described in Paragraph I.A.2 above.
- c. Recommendations as described in Paragraph I.A.3 above.

The sums due under the timing of these staged payments will be identified for each product by the Consultant as delivered to the Director. All such invoices shall be delivered to the County in hard-copy form, dated, and with an original signature.

3. Time of Payment. County shall be obligated to pay Consultant one hundred percent (100%) of each of the invoiced amounts for the task work products in Paragraph I.C.2 within thirty (30) days of the Director's written approval of the work performed, which approval shall not be withheld unreasonably.
4. The Director shall review all work submitted by Consultant within fourteen (14) days in order to assure prompt payment of invoices. All of the Services shall be completed on or before August 31, 2016, but reasonable modifications to the schedule may be made by mutual consent of the Consultant and the Director.
  - a. Review and Written Summary of Existing Studies and Plans as described in Paragraph 1.A.2 above.
    - (i) Consultant will be paid an amount not to exceed twelve thousand eight hundred forty four dollars (\$12,844).
    - (ii) Payment will be made within thirty (30) days after the Director receives a correct invoice and receives and approves one (1) electronic copy of the review and written summary.
    - (iii) The invoice shall be submitted within one (1) month from the completion of the review and written summary.
  - b. Benchmarking and Case Studies as described in Paragraph 1.A.2 above. More specifically, the Consultant will identify best practices and provide a draft working paper comparing airport land use plans at airports similar to the San Luis Obispo County Regional Airport for review and comment to be incorporated into the recommendations.
    - (i) Consultant will be paid an amount not to exceed sixteen thousand eight hundred one dollars (\$16,801).
    - (ii) Payment will be made within thirty (30) days after the Director receives a correct invoice and receives and approves one (1) electronic copy of the draft working paper.
    - (iii) The invoice shall be submitted within one (1) month from the completion of the draft working paper.
  - c. Recommendations. Consultant will prepare written recommendations with a summary of findings and conclusions as described in Paragraph 1.A.3 above.
    - (i) Consultant will be paid nine thousand five hundred eighty two dollars (\$9,582).
    - (ii) Payment will be made within thirty (30) days after the Director receives a correct invoice and receives and approves one (1)



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- (iii) electronic copy of the Recommendations.  
The invoice shall be submitted within one (1) month from the completion of the recommendations.

5. Reallocation of Costs. Costs for the task work products that are listed in Paragraph I.C.4 may be reallocated upon written mutual consent of the County and the Consultant, if necessary to complete one task with agreed priority over another task. Agreement shall be in the form of a mutually signed letter and an adjusted budget showing the original and reallocated amounts.
6. Early Termination Payment. If the Contract is terminated prior to the completion of the final product for a reason other than breach by the Consultant, the County will pay Consultant for work performed on the Contract from execution to termination. Payment for attendance at meetings and hearings, travel and per diem shall be allocated to the phase in which the travel occurred. If any phase is not completed and the Contract is terminated due to breach by the Consultant, the amount due Consultant shall be the maximum amount of the airport land use planning services work product less the amount required to hire and compensate a replacement Consultant to complete the Services.
7. Cost Containment. In no event is the Consultant authorized to incur additional costs beyond the maximum amounts in this Contract without prior written agreement signed by the County. Before incurring additional costs or providing additional services, Consultant must inform the Director, in writing, of the estimated additional costs. Without prior written approval signed by the County, the County shall not be liable for any amount over the amounts specified herein.
8. Early Payment. For good cause, and in the sole discretion of the County, the County may make such early payments during any phase without terminating this Contract. The Consultant shall preserve the work performed to date and minimize the need to repeat work on the current phase. Before receiving an early payment, the Consultant shall submit an itemized statement showing time and materials spent from execution to date, specifically identifying the work done on the phase in progress and the estimated amounts remaining to complete the phase in progress. In no event shall Consultant be entitled to early payment for a future phase. The Board of Supervisors delegates to the Director the authority to make early payments provided the Director retains sufficient funds to complete the phase in progress including costs to re-start a delayed phase. The County shall incur no liability for declining to make an early payment.
9. Reimbursement of Improper Expenditures. If at any time within applicable statutory periods of limitation it is determined by County or its duly authorized representatives, that funds provided for under the terms of this Contract have been used by or on behalf of the Consultant in a manner or for purposes not authorized or prohibited by the Contract, the Consultant shall, at County's request, pay to County an amount equal to one hundred percent (100%) of the amount improperly expended.

**D. PROJECT MEETINGS AND PUBLIC HEARINGS**

1. Meetings and Hearings

The Consultant will send appropriate representatives to meetings as described in Paragraph I.A.4 and Exhibit A.

2. Payment Calculations

Attendance at project hearings and meetings. The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the public hearings and technical advisory meetings. The Consultant shall submit an itemized billing for each hearing or meeting attended. For preparation and attendance at such meetings or hearings, Consultant's staff will be paid at the hourly rates as described in Exhibit B. County shall pay Consultant on a time and materials basis for presentations and meetings, up to a total maximum amount of fifteen thousand four hundred eighty three dollars (\$15,483). Consultant will submit an itemized statement. The Project Manager will be billed based on the rates and schedules in Exhibit B. Payment will be due thirty (30) days after receipt of Consultant's correct invoice. Payment for presentations and meetings is in addition to the amounts stated in Paragraph I.C.1 above.

**E. PAYMENT FOR TRAVEL AND OTHER DIRECT NON-SALARY COSTS**

County shall pay Consultant on a time and materials basis for travel and other direct non-salary costs, up to a total maximum amount of four thousand five hundred fifty dollars (\$4,550.00). Consultant will submit an itemized statement. The Project Manager will be billed based on the rates and schedules in Exhibit B. Payment will be due thirty (30) days of receipt of Consultant's correct invoice. Payment for travel and other direct non-salary costs is in addition to the amounts stated in Paragraphs I.C.1 and I.D.2 above.

**II. GENERAL CONDITIONS**

**A. INDEPENDENT CONTRACTOR**

Consultant shall be deemed to be an independent contractor of the County. Nothing in this Contract shall be construed as creating an employer-employee relationship, partnership or a joint venture relationship. Nothing in this Contract authorizes, or permits the County to exercise discretion or control over the professional manner in which Consultant performs the Services which are the subject of this Contract; provided always, however, that the Services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

**B. NO ELIGIBILITY FOR FRINGE BENEFITS**

Consultant understands and agrees that its personnel are not, and will not be, eligible for membership in or any benefits from any County group plan for hospital, surgical, or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

**C. INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless the County and the San Luis Obispo



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County Airport Land Use Commission, their officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Consultant, and that arise out of or are made in connection with the negligent acts or omissions, or willful misconduct, of Consultant in the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses are brought by the comparative negligence of the County or the San Luis Obispo County Airport Land Use Commission, their officers and employees. However, this indemnity will not extend to any claims or losses arising solely out of the negligence or willful misconduct of the County or the San Luis Obispo County Airport Land Use Commission, their officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, that the Consultant is not an independent contractor.

It is the intent of the parties to provide the County and the San Luis Obispo County Airport Land Use Commission the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this Contract and the remaining language shall be given full force and effect.

### **D. INSURANCE**

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County or San Luis Obispo County Airport Land Use Commission, their officers, employees, designated volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, designated volunteers and agents of the County of San Luis Obispo, California, individually or collectively, and the term "San Luis Obispo County Airport Land Use Commission" shall include officers, employees, designated volunteers and agents of the San Luis Obispo County Airport Land Use Commission, individually or collectively.

1. Minimum Scope and Limits of Required Insurance Policies. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:



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- a. Commercial General Liability Insurance Policy ("CGL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage (Occurrence Form CG 0001) with policy limits not less than the following:  
\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations;  
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Contract.

- b. Business Automobile Liability Policy ("BAL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001) except that the coverage shall apply only to hired autos. Consultant stipulates that it will use only hired autos for work related to this Contract. This policy shall include a minimum combined single limit of not less than one-million dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.
  - c. Workers' Compensation and Employers' Liability Insurance Policy ("WC/EL"). This policy shall include at least the following coverages and policy limits:
    - (i) Workers' Compensation insurance as required by the laws of the State in which the majority of the Services are conducted and
    - (ii) Employer's Liability Insurance Coverage B with coverage amounts not less than one million dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); one million dollars (\$1,000,000) policy limit BI by disease; and one million dollars (\$1,000,000) each employee BI by disease.
  - d. Professional Liability Insurance Policy ("PL"). This policy shall cover damages, liabilities, and costs incurred as a result of Consultant's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least one million dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). Consultant shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.
2. Deductibles and Self-insurance Retentions. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Contract. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County and the San Luis Obispo County Airport Land Use Commission, their officers, employees, designated volunteers and agents, or shall provide a financial guarantee satisfactory to



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the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. Endorsements. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:
  - a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
  - b. The County of San Luis Obispo, its officers, employees, designated volunteers and agents, and the San Luis Obispo County Airport Land Use Commission, its officers employees and designated volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Consultant's performance of work under this Contract (CGL & BAL);
  - c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
  - d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County or San Luis Obispo County Airport Land Use Commission may possess, including any self-insured retention County or San Luis Obispo County Airport Land Use Commission may have, and any other insurance County or San Luis Obispo County Airport Land Use Commission does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
  - e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
  - f. Consultant and its insurers shall agree to waive all rights of subrogation against the County and San Luis Obispo County Airport Land Use Commission, their officers, employees, designated volunteers and agents for any loss arising under this Contract (CGL); and
  - g. Deductibles and self-insured retentions must be declared (All Policies).
4. Absence of Insurance Coverage. County may direct Consultant to immediately cease all activities with respect to this Contract if it determines that Consultant fails to carry, in full force and affect, all insurance policies with coverages at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.
5. Proof of Insurance Coverage and Coverage Verification. Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County Department of Planning and Building  
Attention: Accounting Section



County Government Center  
San Luis Obispo, CA 93408

**E. WARRANTY OF CONSULTANT**

Consultant, its officers and employees, and subcontractors will comply with all applicable federal and state laws while performing this Contract. Consultant warrants that the persons performing the Services under this Contract are specially trained, experienced, expert and competent to perform such special Services. Consultant warrants that the Consultant, its subcontractors and any real persons providing any of the Services under this Contract have no conflict of interest in connection with the Services and will produce an independent, objective and unbiased work product.

**F. NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant shall not delegate its obligations under this Contract and shall not assign or otherwise transfer its rights under this Contract or any interest therein without the prior written consent of County. Any such assignment, transfer, delegation, or subletting without the County's prior written consent shall be null and void.

**G. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Consultant agrees that it and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Consultant and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

**H. TERMINATION OF CONTRACT FOR CAUSE**

1. County shall have the right to terminate this Contract effective immediately upon giving written notice to the Consultant if any of the following conditions occur:
  - a. Consultant fails to perform its duties to the reasonable satisfaction of the County;
  - b. Consultant fails to fulfill in a timely and professional manner its obligations under this Contract; or
  - c. Consultant, or its agents or employees, fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the County; provided however, that in all instances the Director has contacted the Consultant, stating specific reasons for the dissatisfaction of the Director with the performance of the Consultant, and the Consultant has had a



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reasonable time to respond to the Director's concerns and, if any defect in performance of the Consultant exists, a reasonable time to cure such defect and has unreasonably failed to cure such identified defect.

- d. Consultant should be adjudged to be bankrupt, or if the Consultant makes a general assignment for the benefit of the Consultant's creditors, or if a receiver should be appointed in the event of the Consultant's insolvency, then County shall have the right to terminate this Contract effective immediately upon giving written notice thereof to the Consultant. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to effective date of such termination. If County's termination of the Consultant for cause is defective for any reason, including but not limited to County's reliance on erroneous facts concerning the Consultant's performance, or any defect in the notice thereof, County's maximum liability shall not exceed the amount payable to the Consultant under Paragraph I of this Contract.
2. The Consultant may terminate this Contract for cause if the following conditions occur:
    - a. The Director has unreasonably failed to perform the Director's duties under this Contract in a timely and professional manner, causing unreasonable delay within the control of the Director; and
    - b. The Consultant has contacted the Director, personally, stating specific reasons for the dissatisfaction of the Consultant with the performance of the Director; and
    - c. The Director has had a reasonable time to respond to the Consultant's concerns and if any defect in performance of the Director exists, a reasonable time to cure such defect has elapsed, and the Director has unreasonably failed to cure such identified defect; and
    - d. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Director's performance under this Contract to the Director; and the Director has unreasonably failed to cure such identified defect; and
    - e. The Consultant has given written notice of the Consultant's outstanding complaints pertaining to specific defects of the Director's performance under this Contract to the Board of Supervisors of the County of San Luis Obispo, and after a reasonable time, the Board of Supervisors fails to cure the outstanding defect by causing performance or by giving written notice to Consultant of an intention to perform within a reasonable time thereafter. If the Board of Supervisors fails to cure the defect within a reasonable time, the Consultant may give written notice of termination for cause delivered to the Board of Supervisors with an information copy to the Director.

### **I. TERMINATION OF CONTRACT FOR CONVENIENCE**

The County may terminate this Contract at any time by giving the Consultant written notice of such termination. Immediately upon receipt of notice of termination, Consultant shall discontinue work on the Services and incur no further obligations or expenses. Consultant shall be paid the percentage of the total cost of the Services that corresponds to the percentage of the products or document(s) that are reasonably satisfactorily completed prior

to the Consultant's receipt of said termination.

**J. ENTIRE AGREEMENT AND MODIFICATIONS**

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Consultant shall be entitled to no other benefits than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties before the change or amendment occurs. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no others. The Board of Supervisors delegates to the Director the authority to sign amendments to this Contract that make reasonable modifications to the scope of services and the time for performance of the Services; provided that the Director is not authorized to execute any amendment modifying the scope of services that results in additional costs that exceed the amount identified in Paragraph I. All modifications authorized hereunder shall be approved as to form and legal effect by a Deputy County Counsel.

**K. APPLICABLE LAW AND VENUE**

This Contract has been executed and delivered in the State of California. The parties agree that the validity, enforceability, and interpretation of the Contract or any of its provisions shall be determined and governed by the laws of the State of California. The County of San Luis Obispo, State of California shall be the venue for any action or proceeding that may be brought, or arise out of, this Contract.

**L. SEVERABILITY**

The invalidity of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

**M. RECORDS AND FINANCIAL DATA**

1. All recorded data, preserved in any form, but not limited to materials generated in connection with the Services or existing information compiled in connection with the Services are the property of the County.
2. Consultant shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures and disbursements. Consultant's records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review and/or audit by representatives of the County or State.
3. All records, accounts, documentation and all other materials relevant to a fiscal audit or examination shall be retained by the Consultant for a period of not less than five (5) years from the date of termination of this Contract. After five years, if the Consultant wants to dispose of the background records, the Consultant shall give the County the option of taking possession of the records. The County's right to access includes the right to make copies of such information.
4. At the request of the Board of Supervisors, the County Planning Director, the



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Environmental Coordinator, the County Counsel, the County Administrator or the County Auditor, the County's agents or employees have a right to access these records wherever located during reasonable hours for up to five years after project approval.

5. If so directed by the County upon termination of this Contract, the Consultant shall cause all records, accounts, documentation and all other materials relevant to the Services to be delivered to the County as depository. Consultant shall not be held liable for any reuse of the County- owned materials for purposes outside this Contract.

### **N. AUDIT**

1. All records, accounts, documentation and other materials reasonably deemed to be relevant to the Services by the County shall be accessible at any time to the authorized representatives of the County or State government, on reasonable prior notice, for the purpose of examination or audit.
2. An expenditure which is not authorized by this Contract or which cannot be adequately documented shall be disallowed and must be reimbursed to the County or its designee by the Consultant. Expenditures for services not described in Paragraph I of this Contract shall be deemed authorized if the performance of such services is approved in writing by the County prior to the commencement of such services.
3. Absent fraud or mistake on the part of the County, the determination by the County and State of allowability of any expenditure shall be final.
4. The Consultant understands that the Consultant shall be subject to the examination and audit of the County Auditor-Controller and/or the Auditor General for a period of five (5) years after the final payment under this Contract. Pursuant to Government Code Section 10532, every County contract involving the expenditure of more than ten thousand dollars (\$10,000.00) in public funds is subject to examination and audit of the Auditor General for a period of five (5) years after final payment under the Contract. Consultant shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this Paragraph. Consultant shall maintain and preserve all records until five (5) years after termination of this Contract. Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

### **O. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

Pursuant to Government Code Section 7550, if the total cost of this Contract is over five thousand dollars (\$5,000.00), the Consultant shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

When multiple documents or written reports are the subject or product of contracts, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports.

**P. CONSULTANTS AND SUBCONTRACTORS**

The Consultant agrees to, and shall require its subcontractors to agree to:

1. Comply with the applicable Equal Opportunity Requirements described in 24 CFR 570.607.
2. Maintain at least the minimum state-required workers' compensation insurance for those employees who will perform the Services or any part of them.
3. Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the state in which the Services are performed which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Consultant or any subcontractor in performing the Services or any part of it.

**Q. COMPLIANCE WITH COUNTY AND STATE LAWS AND REGULATIONS**

The Consultant agrees to comply with all County and State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Consultant and the Services.

**R. NOTICES**

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail:

To the County at:

Department of Planning and Building  
County Government Center  
Room 300  
San Luis Obispo, CA 93408

and to the Contractor:

RS&H Inc.  
369 Pine Street, Suite 610  
San Francisco, CA 94104

**S. COPYRIGHT**

Any reports, maps, documents or other materials produced in whole or part under this Contract shall be the property of the County and none shall be subject to an application for copyright by or on behalf of Contractor.

**T. FINDINGS CONFIDENTIAL**

No reports, maps, information, documents, or any other materials given to or prepared by Contractor under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Contractor without the prior written approval of County. However, Contractor shall be free to disclose such data as is publicly available.



**U. EQUIPMENT AND SUPPLIES**

Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

**V. PRIORITY OF INCONSISTENT CONTRACT TERMS AND CONDITIONS**


To the extent that any terms or conditions set forth in Exhibit A, the Consultant's Scope of Work, or Exhibit B, the Consultant's Cost Sheet, or past business practices between Consultant and County or Director differ from the terms and conditions of this Contract, the terms and conditions expressed in the typed body of this Contract, without reference to Exhibit A and Exhibit B, are controlling.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Attachment 1 - Contract, Scope of Work, and Cost Estimate

IN WITNESS THEREOF, County and Consultant have executed this Contract on the day(s) and year set forth below.

**CONSULTANT**  
RS&H, INC.  
A California Corporation

By:  Date: June 13, 2016

**COUNTY OF SAN LUIS OBISPO**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chairperson of the Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors Date: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGAL EFFECT:**  
**RITA L. NEAL**  
County Counsel

By:  Date: JUN 13, 2016  
Deputy County Counsel



EXHIBIT A  
SCOPE OF WORK

**Airport Planning Consulting Services  
San Luis Obispo County  
Scope of Work and Cost Estimate**

**SCOPE OF WORK**

**Task 1: Review and Summarize Existing Studies and Plans**

**Subtask 1.1** Review and summarize the land use policies incorporated in or affected by the following existing studies and plans for the Airport vicinity:

- Working draft of the Proposed Amendment to the airport Land Use plan for the San Luis Obispo County Regional Airport
- CNEL contours and technical report for the San Luis Obispo County Regional Airport
- City of San Luis Obispo Land Use and Circulation Element (LUCE), which was adopted on 9 December 2014
- Other related documents, such as the City of San Luis Obispo Airport Land Use Compatibility Report

The focus of this review will be to identify the following considerations:

- Key drivers underlying existing land use policies
- Consistencies and inconsistencies among the existing land use policies
- Change in conditions that might alter the assumptions incorporated in existing land use policies
- Changes to the requirements outlined in the California Airport Land Use Planning (CALUP) Handbook that will require an update to the Airport Land Use Plan (ALUP)

**Subtask 1.2** Prepare a working document for review and comment by County staff that summarizes the land use policies and indicates consistency of each land use policy.

**Subtask 1.3** Attend a meeting with County staff to ensure complete mutual understanding of the revisions to be made to the ALUP.

**Subtask 1.4** Revise the working document after the meeting with the County staff. The working document will be used for developing future policy recommendations in subsequent tasks.

**Task 2: Benchmarking and Case Studies**

**Subtask 2.1** Concurrently with Subtask 1.1, identify best practices in the CALUP Handbook, ALUPs for other California airports, and other airport land use compatibility guidelines



## Attachment 1 - Contract, Scope of Work, and Cost Estimate

**Subtask 2.2** Identify possible new or revised land use policies that might merit consideration in updating the existing ALUP.

**Subtask 2.3** Contact other airport sponsors and Airport Land Use Commissions (ALUCs) to identify land use compatibility policies considered and adopted at those locations and to identify any lessons learned.

**Subtask 2.4** Prepare a working document for review and comment by County staff that summarizes the benchmarking and case studies.

### **Task 3.0: Recommendations**

**Subtask 3.1** Based on the results outlined in Subtasks 1.4 and 2.4, identify recommendations to consider in revising the existing ALUP. Use the existing ALUP, the CALUP Handbook, protection of the airport's capacity and capabilities, and lessons learned at other locations in developing the recommendations.

**Subtask 3.2** Compare the advantages and disadvantages of these recommendations as they related to local conditions.

**Subtask 3.3** Identify implementation factors, including the actions required by other agencies, the potential for public controversy, the relative costs, and possible economic impacts.

**Subtask 3.4** Prepare a draft document for review and comment by County staff that provides a summary of the recommendations.

**Subtask 3.5** Prepare a final document based on County staff comments.

### **Task 4: Presentations and Meetings**

**Subtask 4.1** Prepare for and attend a meeting with the San Luis Obispo County Board of Supervisors. Prepare a power point presentation for this meeting, provide County staff with materials for the meeting, and field questions from Supervisors during the meeting.

**Subtask 4.2** Prepare for and attend a meeting with the City of San Luis Obispo City Council. Prepare a power point presentation for this meeting, provide City staff with materials for the meeting, and field questions from the City Council during the meeting.

**Subtask 4.3** Prepare for and attend three meetings with the Airport Land Use Commission. Prepare a power point presentation for this meeting, provide ALUC staff with materials for the meeting, and field questions from the ALUC during the meeting.

**Subtask 4.4** Prepare for and attend two meetings with the Technical Advisory Committee (TAC). Prepare a power point presentation for this meeting, provide TAC staff with materials for the meeting, and field questions from the TAC during the meeting.

#### **COST ESTIMATE**

The fixed fee costs for completing the scope of work is \$59,260. A breakdown of the costs by task is presented on the following page.



EXHIBIT B  
COST SHEET

## SERVICES: LUMP SUM AIRPORT PLANNING CONSULTING SERVICES, RS&amp;H, CALIFORNIA

	Project Officer	Project Manager	QA Reviewer	Airport Planner	Environmental Planner II	Environmental Planner I	Total	Task Cost
	Joe Jackson	Dave Full	Bill Wilkie	Delta Chi	Nick Kozlik	Joseph Gale		
<b>Review and Summarize Existing Studies and Plans</b>								
Obtain related materials from City and		2			8	8	18	\$2,366
Review documents		6		4	8	12	30	\$4,662
Prepare draft report	2	6	4		16		28	\$5,816
<b>SUBTOTAL</b>	<b>2</b>	<b>14</b>	<b>4</b>	<b>4</b>	<b>32</b>	<b>20</b>	<b>76</b>	<b>\$12,844</b>
<b>Benchmarking and Case Studies</b>								
Review CALUP Handbook		4			24	8	36	\$5,078
Assemble and review		10		4		12	26	\$4,862
Prepare draft report		10	4		12	12	38	\$6,861
<b>SUBTOTAL</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>4</b>	<b>36</b>	<b>32</b>	<b>100</b>	<b>\$16,801</b>
<b>Recommendations</b>								
Revise and compile draft		2			12	8	22	\$2,888
Prepare draft recommendations		10	2		8		20	\$4,724
Revise recommendations	2	4					6	\$1,970
<b>SUBTOTAL</b>	<b>2</b>	<b>16</b>	<b>2</b>	<b>0</b>	<b>20</b>	<b>8</b>	<b>48</b>	<b>\$9,582</b>
<b>Presentations and Meetings</b>								
SLO County Board of Supervisors		4			4		8	\$1,767
SLO City Council		4			4		8	\$1,767
Airport Land Use Commission		18			8		26	\$6,647
Technical Advisory Committee		12			12		24	\$5,302
<b>SUBTOTAL</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>66</b>	<b>\$15,483</b>
<b>TOTAL HOURS</b>	<b>4</b>	<b>92</b>	<b>10</b>	<b>8</b>	<b>116</b>	<b>60</b>	<b>290</b>	
<b>BURDENED LABOR RATES</b>	<b>\$362.35</b>	<b>\$311.20</b>	<b>\$283.52</b>	<b>\$175.56</b>	<b>\$130.63</b>	<b>\$87.28</b>		
<b>TOTAL BURDENED LABOR</b>	<b>\$1,449</b>	<b>\$28,630</b>	<b>\$2,835</b>	<b>\$1,404</b>	<b>\$15,153</b>	<b>\$5,237</b>		<b>\$54,709</b>
Travel Costs								\$4050
Other Direct Non-Salary Costs								\$500
<b>TOTAL PROPOSED FEE</b>								<b>\$59,260</b>